

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

0 Valuation of Security 1 Assumption of Executory Contract or Unexpired Lease 0 Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In Re: Case No.: 18-30447
Micaela A. Mendez Judge: ABA
Debtor(s)

Chapter 13 Plan and Motions

☐ Original ☒ Modified/Notice Required Date: 05/11/2019
☐ Motions Included ☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: VD Initial Debtor: MM Initial Co-Debtor:

Part 1: Payment and Length of Plan

a. The debtor shall pay \$ 250.00 per month to the Chapter 13 Trustee, starting on 06/01/2018 for approximately 36 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

☒ Future earnings

☒ Other sources of funding (describe source, amount and date when funds are available):

Contribution from husband, rental income from a boarder, assistance from debtor's son, and \$1,500.00 paid into plan thus far.

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: _____

☐ Refinance of real property:

Description:

Proposed date for completion: _____

☐ Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: _____

d. ☒ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☒ Other information that may be important relating to the payment and length of plan:

Debtor proposes continuing with plan payments in year 4 and 5 with a step up in payments in the approximate amount of \$410.00 per month, with said payments to be directed towards payment of her Bay Atlantic FCU debt.

Part 2: Adequate Protection ☒ **NONE**

a. Adequate protection payments will be made in the amount of \$ _____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).

b. Adequate protection payments will be made in the amount of \$ _____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: _____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$ 3,750.00
DOMESTIC SUPPORT OBLIGATION	N/A	\$0.00

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

c. Secured claims excluded from 11 U.S.C. 506: ☐ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
Toyota Financial Services	2017 Toyota Camry	n/a	\$15,103.00	\$0 (payments are current)

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☒ **NONE**

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES
the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☐ **NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
Selene Finance, LP	360 N. Lincoln Ave., Vineland, NJ 08361	\$127,500.00	\$254,275.00

f. Secured Claims Unaffected by the Plan ☐ **NONE**

The following secured claims are unaffected by the Plan:

Toyota Financial Services: 2017 Toyota Camry. Payments were brought current by debtor's son, and he continues to make those payments.

g. Secured Claims to be Paid in Full Through the Plan: ☐ **NONE**

Creditor	Collateral	Total Amount to be Paid Through the Plan
Wells Fargo Bank	Misc. furniture	\$897.50

Part 5: Unsecured Claims ☐ **NONE**

a. Not separately classified allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$ _____ to be distributed *pro rata*
- ☐ Not less than _____ percent
- ☒ *Pro Rata* distribution from any remaining funds

b. Separately classified unsecured claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
Bay Atlantic FCU	Debtor hopes to continue use of her account with this creditor, which she also hopes will help her regain her credit over the next few years.	Payment of remaining claim in years 4 & 5 of debtor's plan. In the meantime, debtor's son will make current payments.	\$15,103.00 (100% of remaining claim in years 4 & 5 of debtor's plan)

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☒ NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon confirmation
☐ Upon discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

1) Ch. 13 Standing Trustee commissions

2) Attorney Fees

3) Secured Claims

4) All other allowed claims

d. Post-Petition Claims

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☐ NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: _____.

Explain below **why** the plan is being modified:

Stay relief was granted as to debtor's home. Debtor is no longer trying to modify her mortgage. Debtor has also provided for payment to Wells Fargo Bank for payment of furniture.

Explain below **how** the plan is being modified:

The loan modification reference has been withdrawn. Payment has been provided for Wells Fargo Bank, for their secured claim.

Are Schedules I and J being filed simultaneously with this Modified Plan?

☐ Yes

☒ No

Part 10: Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, *Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: 05/11/2019

/s/ Micaela A. Mendez
Debtor

Date: _____

Joint Debtor

Date: 05/11/2019

/s/ Victor Druziako
Attorney for Debtor(s)

Certificate of Notice Page 11 of 12
 United States Bankruptcy Court
 District of New Jersey

In re:
 Micaela A. Mendez
 Debtor

Case No. 18-30447-ABA
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-1

User: admin
 Form ID: pdf901

Page 1 of 2
 Total Noticed: 31

Date Rcvd: May 13, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 15, 2019.

db +Micaela A. Mendez, 360 N. Lincoln Ave., Vineland, NJ 08361-3004
 cr +Bay Atlantic Federal Credit Union, McKenna, DuPont, Higgins & Stone, P.O. Box 610,
 229 Broad Street, Red Bank, NJ 07701-2009
 517839618 +Ariel Mendez, 360 N. Lincoln Ave., Vineland, NJ 08361-3004
 517812295 +Bob's Furniture/Wells Fargo, POB 14517, Des Moines, Iowa 50306-3517
 517812297 +Capital One/Cbela, 4800 NW 1st Street, Suite 300, Lincoln, Nebraska 68521-4463
 517812298 +Carrington Mortgage Services, LLC, POB 5001, Westfield, Indiana 46074-5001
 517812300 Citi Bank, POB 6403, Sioux Falls, South Dakota 57117-6403
 517812303 +Cumberland OB/GYN PA, 1138 E. Chestnut Ave., Vineland, New Jersey 08360-5053
 517812304 Excelcare Alliance, LLC, Attn #17103K, POB 14000, Belfast, Maine 04915-4033
 517812305 +Fein Such Kahn & Shephard, 7 Century Drive, Suite 201, Parsippany, New Jersey 07054-4673
 517812306 +Inspira - South Jersey Healthcare, 238 S. Evergreen Ave., Woodbury, New Jersey 08096-2714
 517812307 +MPMA, INC, 1138 E. Chestnut Ave., Suite #7C, Vineland, New Jersey 08360-5053
 517812308 +PMAB, LLC, 4135 South Stream Blvd., Suite 400, Charlotte, North Carolina 28217-4636
 517812309 Toyota Financial Services, POB 4102, Carol Stream, Illinois 60197-4102
 517903805 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
 517985148 +Toyota Motor Credit Corporation, Denise Carlon, Esquire, 216 Haddon Avenue, Ste. 406,
 Westmont, NJ 08108-2812
 517938342 +U.S. Bank et al by its servicer, Selene Finance LP,
 c/o Schiller Knapp Lefkowitz Hertz LLP, 9990 Richmond Ave. Suite 400,
 South Houston, TX 77042-4546
 517931995 UNITED STATES DEPARTMENT OF EDUCATION, CLAIMS FILING UNIT, PO BOX 8973,
 MADISON, WI 53708-8973
 517812310 +US Department of Education/GLELSI, POB 7860, Madison, Wisconsin 53707-7860
 517911846 Wells Fargo Bank, N.A., PO Box 10438, MAC F8235-02F, Des Moines, IA 50306-0438

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
 smg E-mail/Text: usanj.njbankr@usdoj.gov May 14 2019 00:04:53 U.S. Attorney, 970 Broad St.,
 Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534

smg +E-mail/Text: ustpreion03.ne.ecf@usdoj.gov May 14 2019 00:04:50 United States Trustee,
 Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,
 Newark, NJ 07102-5235
 517926442 E-mail/Text: laura@redbanklaw.com May 14 2019 00:03:47 Bay Atlantic Federal Credit Union,
 C/O McKenna, DuPont, Higgins & Stone, PC, PO Box 610, Red Bank, NJ 07701-0610
 517812294 +E-mail/Text: lrichard@bayatlanticfcu.org May 14 2019 00:04:54
 Bay Atlantic Federal Credit Union, 101 W. Elmer Road, Vineland, New Jersey 08360-6312
 517900987 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com May 14 2019 00:09:59
 Capital One Bank (USA), N.A., PO Box 71083, Charlotte, NC 28272-1083
 517812296 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com May 14 2019 00:09:17
 Capital One Bank (USA), N.A., POB 71083, Charlotte, North Carolina 28272-1083
 517812301 +E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM May 14 2019 00:04:21 Comenity Bank/Boscov's,
 Bankruptcy Department, POB 183043, Columbus, Ohio 43218-3043
 517812302 +E-mail/PDF: creditonebknofications@resurgent.com May 14 2019 00:08:44 Credit One Bank,
 POB 98873, Las Vegas, Nevada 89193-8873
 517929230 E-mail/PDF: resurgentbknofications@resurgent.com May 14 2019 00:08:48 LVNV Funding, LLC,
 Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
 517922999 E-mail/Text: bnc-quantum@quantum3group.com May 14 2019 00:04:42
 Quantum3 Group LLC as agent for, Comenity Capital Bank, PO Box 788,
 Kirkland, WA 98083-0788
 517839467 +E-mail/Text: bkteam@selenefinance.com May 14 2019 00:04:01 Selene Finance, LP,
 9990 Richmond Ave., Houston TX 77042-4559

TOTAL: 11

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

517812299 CBNA/The Home Depot, POB 6497, Sioux Falls,

TOTALS: 1, * 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 15, 2019

Signature: /s/Joseph Speetjens

District/off: 0312-1

User: admin
Form ID: pdf901

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Total Noticed: 31

Date Rcvd: May 13, 2019

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 11, 2019 at the address(es) listed below:

Denise E. Carlon on behalf of Creditor Toyota Motor Credit Corporation
dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com
Isabel C. Balboa ecfmail@standingtrustee.com, summarymail@standingtrustee.com
Isabel C. Balboa on behalf of Trustee Isabel C. Balboa ecfmail@standingtrustee.com,
summarymail@standingtrustee.com
Michael R. DuPont on behalf of Creditor Bay Atlantic Federal Credit Union
dupont@redbanklaw.com, dana@redbanklaw.com
R. A. Lebron on behalf of Creditor Selene Finance, LP as servicer for U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR ONE WILLIAM STREET REMIC TRUST 2008-1 bankruptcy@feinsuch.com
Richard James Tracy, III on behalf of Creditor US Bank National Association, as Trustee for
One William Street REMIC Trust 2008-1 by its servicing agent Selene Finance, LP
rtracy@schillerknapp.com,
tshariff@schillerknapp.com; kcollins@schillerknapp.com; ahight@schillerknapp.com
Richard James Tracy, III on behalf of Creditor Selene Finance, LP as servicer for U.S. BANK
NATIONAL ASSOCIATION, AS TRUSTEE FOR ONE WILLIAM STREET REMIC TRUST 2008-1
rtracy@schillerknapp.com,
tshariff@schillerknapp.com; kcollins@schillerknapp.com; ahight@schillerknapp.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov
Victor Druziako on behalf of Debtor Micaela A. Mendez bkdruzziako@aol.com

TOTAL: 9